

PCR 01-027

BellSouth Voice Services

prepared for

Memphis City Schools

January 9, 2002

IBM Global Services



Attachment 15

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1.0 Executive Summary

The IBM Technology Business Management Agreement provides for the integration of technology within Memphis City Schools (MCS). This PCR serves as a Document of Understanding for the purpose of integrating BellSouth Business Systems Voice Services within the context of the MCS/IBM Technology Business Management Agreement (reference agreement number 5J21301). These Voice Services are currently being provided to MCS and will continue under the existing arrangement between MCS and BellSouth Business Systems, Inc. and/or BellSouth Telecommunications, Inc. (collectively, "BellSouth").

2.0 Document of Understanding

This section defines the scope of service that will be provided by IBM under the terms and conditions of the *IBM Customer Agreement (Agreement)*. The tasks to be performed by IBM, BellSouth, and MCS, are defined and an estimated schedule is provided. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the *Agreement*.

2.1 IBM Responsibilities

As a technology integrator, IBM will coordinate BellSouth Business Systems Voice Services with other related technology projects. The purpose of this is to assist MCS in the communications and coordination of activities involving voice services. This will provide a level of consistency in regards to technical communications, business documentation, and procedural activities.

2.2 BellSouth Business Systems Responsibilities

BellSouth will continue to provide voice services under the existing arrangement with MCS and process any changes to that arrangement with MCS per those terms. BellSouth will provide invoicing to MCS for payment and provide documentation required for audit or funding purposes on a timely basis.

See Attachment A for a detail listing of these services.

2.3 MCS Responsibilities

MCS will continue using voice services under the existing arrangement with BellSouth and process any changes in accordance with the terms of that arrangement. MCS will also continue to remit payment directly to BellSouth. MCS will submit an Erate application for funding of the services using the BellSouth Service Provider Identification Number (SPIN) 143004824.

See Attachment A for a detail listing of these services.

2.4 Invoicing Process

The following process will be followed for invoicing and remittance:

1. BellSouth will provide billing documentation to Memphis City Schools for approval and payment.
2. Memphis City Schools will remit payment to BellSouth according to the terms of their arrangement.
3. Memphis City Schools will submit BEAR forms to the Schools and Libraries Division (SLD) for reimbursement of funds committed by Erate.
4. Per Erate guidelines, the SLD will reimburse MCS by sending the appropriate amount to BellSouth.
5. BellSouth will then reimburse this amount to MCS within the timeframe specified by Erate guidelines..

2.5 Estimated Schedule

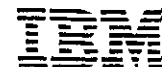
The estimated schedule is:

Estimated Start Date: July 01, 2002

Estimated End Date: June 30, 2003

2.6 Charges

The estimated annual charges are \$ 2,247,000 to be paid monthly in the amount of \$ 187,250.



3.0 Document of Understanding


Each of us agrees to the responsibilities outlined in this Document of Understanding


Charges: The estimated annual charges are \$ 2,247,000
to be paid monthly in the amount of \$ 187,250.

We agree to incorporate the changes described in this PCR provided it is accepted on or before February 16, 2002 by signing in the space provided below.


Agreed to: **Memphis City Schools**
2597 Avery Rd
Memphis, TN 38112

Agreed to: **BellSouth Business Systems, Inc**
6055 Primacy Parkway Suite 200
Memphis, TN 38119


Signature
Nancy Richie
Name
1/11/2002
Date


Signature
MARSHA C. LEE
Name
1/14/02
Date

Agreed to: **International Business Machines Corporation**
6410 Poplar Ave. Suite 800
Memphis, TN 38119


Signature
James M. Steen
Name
1.14.02
Date

Reference Agreement Number: 5J21301

Reference Statement of Work number:

Change Authorization Number: PCR 01-027

IBM Office Number: NFK

IBM Office Address: 6410 Poplar Ave. Suite 800

Memphis, TN 38119

 1/10/2002

**Memphis City Schools
Voice Services - BellSouth
December 2001**

<u>USOC Description</u>	<u>USOC</u>	<u>Recurring Amount</u>	<u>Count</u>
3 Way Calling, consultation hold, Call Transfer, per line, all calls	E9AAR	\$1,613.10	1050
Additional listing	CLT	\$48.30	22
Alarm Co metallic service per local channel type 1204 1/4 mile	P1J1X	\$273.06	41
Bill Management Service, Standard Software Package and Support, One User	BWBSL	\$50.00	1
Business Line	1FB	\$16,951.90	427
Business Line	1FBCL	\$79.40	2
Business measured line	B1M	\$55.60	2
Call Forward Don't Answer, per line	E9GAR	\$8.50	13
Call Forwarding Busy Line	GCE	\$4.50	1
Call Forwarding Don't Answer	GCEJ	\$9.00	2
Call Forwarding Don't Answer, per line	E9GCR	\$3.00	6
Call Forwarding Variable-Outside, per line	E4O	\$3.50	5
Call Forwarding, Busy Line, per system	E6GPS	\$1.70	1
Call Forwarding, Busy Line-per line	E6GAR	\$4.50	9
Call Forwarding, Busy line-per line	E6GCR	\$3.00	6
Call tracing-per line	NSJ	\$11.00	2
Call Waiting	ESX	\$3.90	1
Call Waiting	ESXAR	\$0.50	1
Caller ID Name and Number Delivery with Anonymous Call Rejection	ADMCR	\$11.00	1
Caller ID Number Delivery	NSD	\$22.00	1
Circular hunting-per main station line	EH6	\$3.10	15
Custom Toll Restriction	CREX1	\$205.00	41
Custom Toll Restriction	CREX3	\$5.00	1
Digital ESSX Miscellaneous Line Termination, per DS1 Circuit Terminated	EES	\$590.00	1
Directory Listing - If No Answer	FNA	\$2.10	1
Directory listing-special instructional text	XL	\$1.80	1
Dual Tone Multifrequency pulsing option on DID	SSOBD	\$60.00	6
ESSX Service-VS, main station line, measured rate with Caller ID, 2 miles	E4YFX	\$12.25	1
ESSX/Digital ESSX Common Equipment, each System	ESS	\$9.55	10
Extension service local channel	1SESX	\$61.00	4
FCC Charge for Network Access	SLM	\$10.00	2
FCC Charge for Network Access	92R	\$20,532.96	2619
FCC Charge for Network Access for Additional Line	9LA	\$69.50	10
FCC Local Number Portability Line Charge - Centrex	LNPC	\$506.10	1443
FCC Local Number Portability Line Charge - Line	LNPCX	\$306.60	876
FCC Local Number Portability Line Charge - PBX	LNPCP	\$989.10	314
Federal Universal Service Charge	FUJ1X	\$0.96	2
Federal Universal Service Charge	FUJAX	\$4.80	10
Federal Universal Service Charge	FUJMX	\$637.49	2619
Flat Rate Caller ID, Per Line	CL1EL	\$3.00	1
Hunting/Rollover Service	HTG	\$863.82	7
Inside Wire Maintenance Service Plan	SEQ1X	\$98.50	20
Intercom charge per flat rate main station	NRX	\$3,670.10	1441
IntraLATA Private Line Service, Interoffice Channel, Sub-Voice Grade	3LBAS	\$608.45	16
IntraLATA Private Line Service, Interoffice Channel, Voice Grade	3LBBS	\$2,755.50	57
IntraLATA Private Line Service, Sub-Voice Grade Local Channel	P1JAX	\$3,420.00	170
IntraLATA Private Line Service, Voice Grade Local Channel	P2JUX	\$3,600.00	120
Listing-Not in Directory or Directory Assistance	NPU	\$59.50	17
Main station line terminated as PBX trunk	RORTX	\$5,899.50	341
MemoryCall Answering Service, Bus, Incl 90 Min of Use, each Mailbox, per Month	SMBBX	\$71.55	9
Message registration/customer controlled station restriction-per station line	EHG	\$2.25	15
Message Waiting - Stutter Dialtone	MWW	\$5.00	8
Mileage - Foreign Central Office	1LX4R	\$837.50	25
Mileage - Foreign Central Office	1LX4X	\$154.00	25
Mileage - Zone	1LS11	\$66.00	40
Mileage-pvt line channel	1LZ5B	\$200.10	1
Mileage-pvt line channel	1LZGA	\$140.40	78
Mileage-pvt line channel	1LZGB	\$88.40	37
Mileage-pvt line channel	1LZGC	\$10.80	6
Mileage-pvt line channel	1LZLA	\$30.02	19
Mileage-pvt line channel	1LZLB	\$18.96	12
Network Access limiter-flat or message rate service, per network access register	LNG	\$7.50	10
PBX Service, additional group of 20 DID numbers	ND4	\$584.80	172
PBX Service, BellSouth CMRS Local Loop DID trunk termination	NDT	\$6,220.00	311
PBX Service, DID Inward trunk	TDD1X	\$3,057.12	44
PBX/Centrex, Touch-Tone central office trunk	TJB	\$9.00	3
RegionServ Business Individual Line both way with Discount	TAKC1	\$969.00	34
RegionServ Grouping Service	HTGTR	\$12,109.81	52
RegionServe Network Access Register, both ways, without discount	3QMCX	\$3,370.00	12
Regionserve-business individual line, two way, without discount	113	\$5,610.00	204
Regionserve-business trunk, combination, without discount	T13CX	\$82.50	3
Regionserve-business trunk, inward only, without discount	T131X	\$7,342.50	267
Residential Line	1FR	\$133.65	11
Special assembly, contact your marketing representative if you have questions	WJG7	\$385.00	11
Special assembly, contact your marketing representative if you have questions	WJG9	\$137.50	11
Special assembly, contact your marketing representative if you have questions	WJH6	\$112.20	11
Special assembly, contact your marketing representative if you have questions	WJHH	\$6,375.00	11
Station line measured without allowance	EXDAX	\$85.40	24
Station line measured without allowance	EXDBX	\$310.90	69
Station line measured without allowance	EXDCX	\$330.00	60
Station line measured without allowance	EXDDX	\$82.95	131
Station line measured without allowance	EXDEX	\$3,942.50	415
Station line measured without allowance	EXDFX	\$3,658.50	298
Station line measured without allowance	EXDGX	\$2,284.55	175
Station line measured without allowance	EXDHX	\$2,341.60	177
Station line measured without allowance	EXDJX	\$305.90	23
Station line measured without allowance	EXDKX	\$591.80	44
Station line measured without allowance	EXDLX	\$217.60	16
Station line measured without allowance	EXDMX	\$123.75	9
Station toll restriction, per main station line	ETB	\$4.85	33
Tennessee in-classroom computer access service, both way	1EC2X	\$2,156.00	196
Touch-Tone	TTB	\$1,989.00	663
Touch-Tone	TTR	\$6.60	11
Other Non USOC Charges and Other Vendor Bill Thru		\$26,749.61	
	Club Bill Subtotal	\$158,173.01	
Non Club Bill Business Line Invoices			
	Subtotal	\$29,045.44	179
	TOTAL	\$187,218.45	

Note: To include CENTREX or CENTREX-like BellSouth service under appropriate USOC codes.
Attachment A

RECEIVED & INSPECTED

MAY 23 2003

FCC - MAILROOM

**Project Change Request
PCR 01-028**

**Video Distance Learning
Classroom Studio
Middle and High Schools**

prepared for

Memphis City Schools

January 10 , 2002

IBM Global Services



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1.0 Executive Summary

The Memphis City Schools (MCS) Network Infrastructure Project has provided the district with a high bandwidth, Asynchronous Transfer Mode (ATM) backbone capable of transporting data, telephone and video transmissions simultaneously. The strategic vision and planning of this infrastructure, now enables MCS to implement high quality Distance Learning applications, using the latest in distributed video technology.

This Project Change Request provides an IBM managed, integrated solution to develop a Distance Learning Classroom Studio for each school site. MCS will be able to initiate high quality, multi-point, interactive Distance Learning sessions throughout the district to locations with associated endpoint equipment and network connectivity.

2.0 Statement of Work for Project Change Request

This section defines the scope of service that will be provided by IBM under the terms and conditions of the *IBM Customer Agreement (Agreement)*. The tasks to be performed by IBM are defined and an estimated schedule is provided. In addition, the responsibilities of Memphis City Schools (MCS) are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described as "Project Change Control Procedure."

The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and/or other terms of the *Agreement*.

2.1 Project Scope

IBM will provide project integration and management of the Video Distance Learning Classroom Studio Project for Memphis City Schools. The scope of this project enables one Distance Learning Classroom Studio per site in 29 Middle and High Schools and includes the following key elements:

- An Educator Video System, including Video CODEC, and associated operating software will be installed in the designated Distance Learning classroom.
- Three 35" monitors, teacher podium, 2 video cameras, AudioScience microphone, system controller, audio system and associated cabling will be provided and installed.
- Peripheral items will include, director AudioScience microphone, telephone add-on system, Smartboard and stand, tri-locator mat pack, document camera, Sony VCR, and associated cabling accessories.
- Associated software for operation of the video network system.
- Support of the installed equipment and software will be provided for one year.
- On-site training sessions with course materials, will be provided for each site.
- One APC Uninterruptible Power Supply (UPS) will be installed per site.
- A dedicated 30 amp electrical circuit will be installed in each Distance Learning classroom.
- Two additional CAT6 Ethernet drops and Ethernet switch will be installed for network connectivity.

2.2 Key Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following key assumptions.

1. The MCS Distance Learning Classroom Studio is a suitable environment for broadcasting and receiving video content.

2. As the number of Distance Learning sites grows and demand for Video transmissions increases, additional video transmission equipment and networking resources may be required in the future.
3. MCS has workstations available for classroom applications or will purchase them through other PCRs or sources.
4. Work performed under this agreement will be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, except holidays, unless otherwise agreed to by MCS and IBM.
5. The success of this project will require the active participation of both MCS and IBM personnel. The appropriate MCS personnel will be available for consultation (i.e. interviews, review sessions, etc.) throughout the duration of the project.
6. MCS will provide a designated Distance Learning classroom area no larger than 25' by 30'.
7. Furniture, fixtures, and room accouterments required for Distance Learning applications are supplied by MCS.
8. If additional electrical capacity is required in the building, MCS is responsible for obtaining additional electrical resources.
9. Products are subject to IBM Product Safety review and approval. Should a product not be approved i.e. OSHA requirements for use of a certified commodity where review has been conducted by a Nationally Recognized Test Lab (NRTL), a substitute commodity will be negotiated.

2.3 IBM Responsibilities

2.3.1 Educator Video System

Task Description: The objective of this task is to install and configure the Video Codec and Educator Video System in the Distance Learning Classroom Studio and provide connectivity to the MCS ATM network. MCS and IBM project and technical specialists will develop a specific work plan for the location and agree to an estimated schedule.

The following Subtasks will be performed:

1. IBM will manage the procurement, configuration, and installation of a Tandberg 6000 Codec and associated software to provide IP based transmission via Ethernet over the MCS ATM network. (Erate eligible)
2. The installation includes IBM networking specialists who will connect the system to the ATM network and enable addressing and configuration as required. (Erate eligible)
3. IBM will provide on-site technical support and maintenance for the Tandberg 6000 Codec for one year. (Erate eligible)
4. IBM will manage the procurement, configuration, and installation of the Tandberg Educator System including 35" monitors, teacher podium, 2 video cameras, system controller, audio system and associated cabling.

5. Peripheral items will include, director AudioScience microphone, telephone add-on system, Smartboard and stand, tri-locator mat pack, document camera, Sony VCR, and associated Belkin cabling accessories.
6. On-site training sessions with course materials, will be provided for each site.
7. IBM will provide on-site technical support and maintenance on the system for one year utilizing local on-site technical support with Interactive Solutions, Inc technicians.

Completion Criteria: This task is complete when the agreed to work plan has been completed and inspected.

Deliverables: Updates included in Status Reports.

Completed MCS Computer Equipment Delivery Report (CEDR)

2.3.2 Electrical and Network Connectivity

Task Description: The objective of this task is to provide a dedicated electrical circuit, an Uninterruptible Power Supply, and additional CAT6 Ethernet cable drops.

The following Subtasks will be performed:

1. IBM will manage the procurement, delivery, and installation of one APC Smart-UPS in each Distance Learning classroom. (Erate eligible)
2. IBM will manage the installation of two CAT6 cable drops from an MDF/IDF closet to the Distance Learning Classroom. (Erate eligible)
3. IBM will manage the procurement, delivery, and installation of an Ethernet switch providing network connectivity for the CAT6 drops. (Erate eligible)
4. IBM will manage the installation of a single 30 amp dedicated electrical circuit to each Distance Learning classroom.

Completion Criteria: This task is complete when the agreed to work plan has been completed and inspected.

Deliverables: Updates included in Status Reports.

Completed MCS Computer Equipment Delivery Report (CEDR)

2.4 MCS Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the *Agreement* and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by MCS.

2.4.1 MCS Project Manager

Prior to the start of this Statement of Work under the Agreement, MCS will designate a person, called the MCS Project Manager, to whom all IBM communications will be addressed and who has the authority to act for MCS in all aspects of the contract.

The responsibilities of the MCS Project Manager include:

1. Serving as the interface between the IBM project team and all MCS departments participating in this project.
2. Administering Project Change Control, with the IBM Project Manager, in accordance with the Project Change Control Procedure.
3. Attendance at project status meetings.
4. Providing timely information, data, decisions, approvals, and resolve project issues the MCS organization, as necessary.
5. Resolution of deviations from project plans which may be caused by MCS.
6. Providing appropriate personnel to support user related project tasks such as MCS systems administration, application support, end user requirements, and all MCS systems interfaces.

2.4.2 Site Preparation

1. MCS will provide site preparation to enable the Distance Learning Studio to effectively function in this environment. This may include the need to increase electrical capacity in the building.
2. MCS will provide all furniture, fixtures and room accouterments required for Distance Learning applications.

2.5 Deliverable Materials

The following items will be delivered to MCS under this Statement of Work.

2.5.1 Type I Materials

None

2.5.2 Type II Materials

- Updates included in Status Reports
- Completed MCS Computer Equipment Delivery Report (CEDR)

2.6 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one (1) of the following first occurs:

- IBM accomplishes the IBM tasks described in "IBM Responsibilities," including delivery to MCS of the materials listed in "Deliverable Materials".
- MCS or IBM terminates the Project in accordance with the provisions of the *Agreement*.

2.7 Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, the Project Managers will sign the PCR which will constitute approval for the investigation charges. IBM will invoice MCS for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the *Agreement*.
- A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes.

2.8 Estimated Schedule

The estimated schedule is:

Estimated Start Date: July 1, 2002

Estimated End Date: June 30, 2003

2.9 Charges

The prices for performing the IBM tasks defined in the Statement of Work are displayed below and will be billed monthly as work is performed. Allocations for Erate funding are estimates for planning purposes.

	Per Site	29 Schools
Educator Video System		
Erate Eligible	\$39,963	\$1,158,931
Not Erate Eligible	\$58,636	\$1,700,437
Recurring Maintenance		
Erate Eligible	\$2,684	\$77,842
Not Erate Eligible	\$671	\$19,461
Electrical and Network Connectivity		
Erate Eligible	\$5,762	\$167,094
Not Erate Eligible	\$1,494	\$43,326
Sub-total Erate Eligible	\$48,409	\$1,403,867
Sub-total Not Erate Eligible	\$60,801	\$1,763,223
Total Project	\$109,210	\$3,167,090
Estimated Erate Funding	\$43,568	\$1,263,480
Estimated MCS Funding	\$65,642	\$1,903,610

Invoices are payable upon receipt.

3.0 IBM Change Authorization for Project Support Services

Each of us agrees to modify the referenced Statement of Work and any applicable terms as follows:

- Tandberg Video CODEC
- Tandberg Educator System which includes classroom A/V monitors, cameras, microphones, speakers, podium, and control system
- Peripheral devices including Smartboard, document camera, VCR, tri-locator mat, and cabling
- Associated operating software
- Support of the installed equipment and software for one year
- On site training sessions with course materials
- Uninterruptible Power Supply
- Dedicated 30 amp electrical circuit
- Additional two CAT6 Ethernet network cable drops and Ethernet switch

IBM and Memphis City Schools mutually agree that final approval of this project may be subject to review by the Memphis City Schools Board of Education and the availability of Universal Services Funds(E-rate). If funding or approval is not committed, no products or services will be delivered and this Change Authorization is void. If partial funding is committed, the products and services will be adjusted based upon a mutually agreed scope of effort.

Charges: The total for the 29 Middle and High Schools is \$3,167,090

We agree to incorporate the changes described in this PCR provided you accept this PCR on or before February 16, 2002 by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of us).

Agreed to: **Memphis City Schools**

By: Nancy Richie
Marita W. Harris

Authorized Signature

Name (type or print) Nancy Richie

Date: 1/15/02

Customer Number: **5683003**

Customer Address: **2597 Avery Avenue**
Memphis, TN 38112

Project Name or Identifier: **Technology Business**
Management Contract

Agreed to: **International Business Machines Corporation Armonk, New York 10504**

By: [Signature]

Authorized Signature

Name (type or print) J M STEEN

Date: 1-15-02

Reference Agreement Number: **5J21301**

Reference Statement of Work number:

Change Authorization Number: **PCR 01-028**

IBM Office Number: **NFK**

IBM Office Address: **6410 Poplar Ave. Suite 800**
Memphis, TN 38119

Handwritten: 1-14-02

Attachment A

PCR 01-028 Middle & High Schools (29)

Entity	School Name
42257	AIRWAYS MIDDLE SCHOOL
42280	AVON LENOX SCHOOL
42358	B.T.WASHINGTON HIGH
42209	CARVER HIGH SCHOOL
42218	CHICKASAW JUNIOR HIGH
42186	CORRY MIDDLE SCHOOL
42202	CYPRESS JUNIOR HIGH
42162	FAIRVIEW JUNIOR HIGH
42376	FRAYSER HIGH SCHOOL
42224	GEETER MIDDLE SCHOOL
42364	GEORGIAN HILLS JR HIGH
42177	HAMILTON MIDDLE
42278	HAVENVIEW JUNIOR HIGH
42196	HUMES JUNIOR HIGH
185789	IDA B. WELLS-ACADEMY
42174	KANSAS VOC-TECH
42340	KINGSBURY VOC-TECH
42269	LANIER JUNIOR HIGH
42183	LONGVIEW MIDDLE
42189	MANASSAS HIGH SCHOOL
42320	OAKHAVEN HIGH SCHOOL
42166	PYRAMID ACADEMY
42211	RIVERVIEW MIDDLE
42240	SHERWOOD MIDDLE
42310	SHRINE SCHOOL
42232	SOUTHWEST VOC-TECH
42373	TREZEVANT VOC-TECH
42354	VANCE MIDDLE SCHOOL
42221	WESTWOOD HIGH SCHOOL